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CLAIMS MGRS

NO. 481

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IN THE DISTRICT COURT IN AND FOR PITTSBURG COUNTY  
STATE OF OKLAHOMA

GARY LYNN McCLENAN and )  
JAMIE M. McCLENAN, husband )  
and wife, )

Plaintiffs, )

vs. )

STATE FARM MUTUAL )  
AUTOMOBILE INSURANCE )  
COMPANY, a foreign insurance )  
corporation, )

Defendant. )

Case No. **CJ-12-93**

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CINDY SMITH  
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**PETITION**

COME NOW the Plaintiffs, Gary Lynn McClenan and Jamie M. McClenan, formerly Benson, and for their causes of action, allege and state as follows:

**FIRST CAUSE OF ACTION**

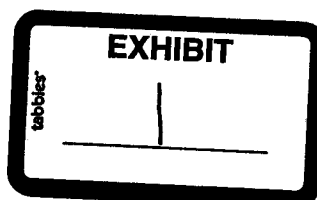
I.

Prior to April 15, 2011, the Defendant, State Farm Mutual Automobile Insurance Company, had issued a contract of insurance, Policy No. 5 4549-E 31-36H covering a certain 1989 Chevrolet Corvette owned by the Plaintiffs.

II.

On or about April 15, 2011, a fire occurred on the Plaintiffs premises, located in Pittsburg County resulting in the destruction the said Corvette.

III.



As a provision of said policy of insurance, the Plaintiffs were to receive coverage and compensation for the fire loss to the Corvette.

IV.

Notice and demand were placed upon the Defendant by these Plaintiffs for compensation owed them as provided in said policy. The Defendant invoked the appraisal provision in the policy and each party has selected its appraiser and an umpire has been selected. The appraisal process has not been completed in accordance with the policy provision. A settlement agreement has not been reached. The Defendant has failed to pay the undisputed amount of the loss as previously promised.

V.

As a result of the Defendant's breach of contract, the Plaintiffs have incurred a loss of Sixty Thousand Dollars (\$60,000.00), which is the actual cash value or market value of the insured vehicle.

VI.

The Plaintiffs have also suffered consequential damages due to the extreme delay and manner in which this total fire loss was handled by the Defendant.

WHEREFORE, premises considered, the Plaintiffs pray that judgment be rendered in favor of the Plaintiffs and against the Defendant on this First Cause of Action for an amount in excess of \$60,000.00, in addition to attorney fees, costs, interest and all other relief which this Court deems just and proper.

SECOND CAUSE OF ACTION  
BAD FAITH

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COME NOW the Plaintiffs and for their Second Cause of Action adopt and re-allege the allegations set forth in the Plaintiffs' First Cause of Action and incorporate the same herein. Further, the Plaintiffs allege and state as follows:

VII.

That the Defendant owed to the Plaintiffs reasonable care and duty to provide coverage and compensation for damages incurred by the Plaintiffs, according to the contents and provisions of the policy between these parties, and that the Defendant would provide such care and duty in good faith.

VIII.

That the Defendant has breached said owing care and duty to the Plaintiffs and has acted in such an extreme, reckless, willful and wanton manner, with little or no regard to the Plaintiffs' injuries and damages so as to establish bad faith actions on the part of the Defendant.

IX.

That as a result of the Defendant's bad faith actions, the Plaintiffs have suffered actual and consequential damages in excess of Seventy-five Thousand Dollars (\$75,000.00).

X.

That the Defendant's actions are so outrageous and extreme in nature as to shock and outrage reasonable persons, and that the Defendant's actions should be punished and made an example of in this community by awarding punitive damages in excess of Seventy-five Thousand Dollars (\$75,000.00) and for punitive damages in excess of Seventy-five Thousand Dollars (\$75,000.00) in

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addition to attorney fees, costs, interest and all other relief which this Court deems  
just and proper.



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